From: Glenn Melchinger
To: jsstreet@ip-law-hawaii.com
Date: 08/29/2014 11:11 AM
Subject: Proposed Protective Order 8.29,2014.DOC 10592-7 Tylor v. MI
CC: LOUISE ING; dane@andersonlawhawaii.com
Attachments: ahfidocs_908845_1.DOC

Steve and Dane,

Per our talk this morning, here is a proposed protective order for your review. Please let me know if you have any comments or edits.

Regards,

Glenn

EXHIBIT 1

Of Counsel:
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Attorneys for Defendant
MARRIOTT INTERNATIONAL, INC.

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF HAWAI`I

VINCENT KHOURY TYLOR and VINCENT SCOTT TYLOR, Plaintiffs, v. MARRIOTT INTERNATIONAL, INC., a Delaware Corporation, dba COURTYARD BY MARRIOTT WAIKIKI BEACH AND/OR COURTYARD WAIKIKI BEACH; JOHN DOES 1-10; JANE DOES 1-10; DOE CORPORATIONS 1-10; DOE PARTNERSHIPS 1-10; AND DOES ASSOCIATIONS 1-10, Defendants.	Case No. CV 14-00069 JMS-RLP **STIPULATED PROTECTIVE ORDER; EXHIBIT "A"**

STIPULATED PROTECTIVE ORDER

In order to protect the confidentiality of confidential information obtained by the parties in connection with this case, the parties hereby agree as follows:

1. Any party or non-party may designate as "Confidential" or "Highly Confidential" (by stamping the relevant page or as otherwise set forth herein) any document or response to discovery that the party or non-party considers in good faith to contain information involving trade secrets, confidential and/or proprietary business or financial information, or other information subject to protection under the Federal Rules of Civil Procedure or any law. These types of protected information are hereinafter referred to as "Confidential Information" or "Highly Confidential Information," respectively, or collectively as "Protected Information." Where a document or response consists of more than one page, the first page and each page on which Protected Information appears shall be appropriately designated.

2. A party or non-party may designate information disclosed during a deposition or in response to written discovery as Protected Information by so indicating in said response or on the

record at the deposition and requesting the preparation of a separate transcript of such material. Additionally, a party or non-party may designate in writing, within twenty (20) days after receipt of said responses or of the deposition transcript for which the designation is proposed, the specific pages of the transcript and/or specific responses be treated as Protected Information. Any other party may object to such proposal, in writing or on the record. Upon such objection, the parties shall follow the procedures described in paragraph 10 below. After any designation made according to the procedure set forth in this paragraph, the designated documents or information shall be treated according to the designation until the matter is resolved according to the procedures described in paragraph 10 below, and counsel for all parties shall be responsible for marking all previously unmarked copies of the designated material in their possession or control with the specified designation.

3. All Protected Information produced or exchanged in the course of this case (other than information that is publicly available) shall be used solely for the purpose of this case.

TREATMENT OF CONFIDENTIAL INFORMATION

4. Except with the prior written consent of other parties, or upon prior order of this Court obtained upon notice to opposing counsel, information designated "Confidential" shall not be disclosed to any person other than:

(a) outside counsel for the respective parties to this litigation, including counsel of record and co-counsel retained for this litigation, and support staff employed by counsel for the parties;

(b) independent consultants or expert witnesses retained for the prosecution or defense of this litigation, provided that before being shown or given any confidential Information, each such person shall execute a copy of the Certification annexed to this Order as Exhibit "A."

(c) any author(s) of a document containing such Confidential Information;

(d) the Court, Court personnel, and court reporters; and

(e) Parties, or principals, officers, directors employees or agents of any party to this litigation.

Prior to the disclosure of any Protected Information to a person listed in 4(b), the disclosing party shall provide written notice to the designating party. Such written notice shall include a copy of the consultant or expert's signed Certification and current CV, a list of the consultant or expert's employers for the previous five years, and a list of all cases for which the consultant or expert has been retained by a party.

TREATMENT OF HIGHLY CONFIDENTIAL INFORMATION

5. Except with the prior written consent of the designating party, or upon prior order of this Court obtained upon notice to opposing counsel, information designated "Highly Confidential" shall not be disclosed to any person other than those persons listed in paragraphs 4(a), (b), (c), and (d).

6. A party may request at any time permission to disclose Protected Information to a person other than those permitted by Paragraph 4 by serving a written request upon counsel for the party who designated the Protected Information. The request shall set forth the Protected Information the party wishes to disclose and the person(s) to whom the party wishes to disclose the Protected Information. If consent is withheld, or the parties are unable to

agree on the terms and conditions of disclosure, the party may submit the matter to the Court for resolution. Any person permitted to review Protected Information pursuant to this paragraph shall: (i) be informed of the existence and terms of this Order, (ii) be instructed that they are bound by its terms, and (iii) sign the Certificate before being shown Protected Information and shall not be allowed to retain copies (either physical or electronic) of Protected Information.

7. Any persons receiving Confidential or Highly Confidential Information shall not reveal or discuss such information to or with any person who is not entitled to receive such information, except as set forth in this Order; however, counsel authorized to receive Protected Information may advise his client based on such information without revealing the contents.

8. No party or non-party shall file or submit for filing as part of the court record any documents under seal without first obtaining leave of this Court. Notwithstanding any agreement among the parties, the party seeking to file a paper under seal bears the burden of overcoming the presumption in favor of public access to papers filed in Court.

9. A party may designate as "Confidential" or "Highly Confidential" information in documents or discovery materials produced by a non-party by providing written notice to all parties of the relevant document numbers or other identification within thirty (30) days after receiving such documents or discovery materials. Any party or non-party may voluntarily disclose to others without restriction any information designated by that party or non-party as Confidential or Highly Confidential, although a document may lose its confidential status if it is made public.

10. If a party contends that any specific Protected Information is not entitled to any confidential treatment, such party may at any time give written notice to the party or non-party who designated the Protected Information. Within five (5) days from such written notice, the parties shall meet and confer in an effort to resolve the challenge. If the parties are unable to resolve the challenge, the party challenging the designation of the material shall have ten (10) days to apply to the Court for an order removing the designation. The party or non-party who made the designation has the burden of establishing that the document is entitled to protection.

11. Notwithstanding any challenge to the designation of material as Confidential or Highly Confidential Information, all documents shall be treated as such and shall be subject to the provisions hereof unless and until one of the following occurs:

(a) the party or non-party that claims that the material is Confidential or Highly Confidential Information withdraws such designation in writing; or

(b) the Court rules the material is not confidential.

12. All provisions of this Order restricting the communication or use of Protected Information shall continue to be binding after the conclusion of this action, unless otherwise agreed or ordered, or information loses the protections under this Order at trial. Upon conclusion of the litigation, a party in the possession of Protected Information, other than that which is contained in pleadings, correspondence, and deposition transcripts, shall either (a) return such documents no later than thirty (30) days after conclusion of this action to counsel for the party or non-party who provided such information, or (b) destroy such documents within the time period upon consent of the party who provided the information

and certify in writing within thirty (30) days that all documents containing the information have been destroyed. Notwithstanding the foregoing, outside counsel may retain a copy of all attorney notes and work product containing Protected Information.

13. The terms of this Order do not preclude, limit, restrict, or otherwise apply to the necessary use of Protected Information at trial, except that a party must ensure that (a) any Confidential or Highly Confidential Information sought to be used at trial is not disclosed to parties unauthorized to review such Information before trial in accordance with this Order, and (b) it will not disclose Confidential or Highly Confidential Information protected by this Order after trial unless that information has lost such protection in the trial process.

14. Nothing herein shall be deemed to waive any applicable privilege or work-product protection, or to affect the ability of a party to seek relief for an inadvertent disclosure of material protected by privilege or work-product protection.

15. Any witness or other person, firm or entity from which discovery is sought may be informed of and may obtain the protection of this Order by written advice to the parties' respective

counsel or by oral advice at the time of any deposition or similar proceeding.

F.R.E. 502 NON-WAIVER PROVISIONS

16. The parties acknowledge that the document productions in this case may involve review and production of a substantial amount of electronically stored information ("ESI"), and that the volume of ESI increases the risk of inadvertent disclosure of privileged or protected information.

(a) Thus, the parties agree, pursuant to Federal Rule of Evidence 502, that the production of any material that discloses attorney-client privileged or work-product-doctrine protected information, or information subject to some other privilege protection ("Privileged Material") is not a waiver of such privilege or protection in this case or in any other federal or state proceeding. This Order shall be interpreted to provide the maximum protection allowed by Federal Rule of Evidence 502(d). If the producing party notifies the recipient in writing of its inadvertent production of privileged information, the recipient shall immediately: (A) notify the producing party of the names of the persons who have reviewed the information;

and (B) within five (5) business days destroy or return such Privileged Material to the Producing Party and delete the Privileged Material and any copies, duplicates, extracts, summaries, or descriptions.

(b) Counsel for the producing party shall maintain unaltered copies of all materials returned pursuant to this provision, and the return of such materials is without prejudice to any substantive right to challenge the privileged or protected status of the materials.

(c) The parties further agree that such material may not be used in this Action or any other proceeding unless otherwise ordered by this Court.

(d) The parties agree that producing parties may provide privilege logs within 30 days of a production of ESI or other documents without any waiver of any privilege or protection. The parties also agree that it is not necessary for either party to provide a privilege log for any documents withheld on a claim of privilege that were created after October 24, 2013. This agreement also governs partial privilege logs produced for rolling document productions. The parties agree that further extensions of time to produce logs may be requested if required.

(e) Nothing contained herein is intended or shall serve to limit a producing party's right to conduct a review of documents, ESI, or information (including metadata) for relevance, responsiveness and/or segregation of privileged and/or protected information before production.

DATED: Honolulu, Hawai`i, ______________________.

______________________________	______________________________
J. STEPHEN STREET DANE ANDERSON **Attorneys for Plaintiffs** **VINCENT KHOURY TYLOR and** **VINCENT SCOTT TYLOR**	LOUISE K. Y. ING GLENN T. MELCHINGER ROBERT J. MARTIN, JR. **Attorneys for Defendant** **MARRIOTT INTERNATIONAL, INC.**

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JUDGE OF THE ABOVE-ENTITLED COURT

CERTIFICATION TO BE BOUND BY PROTECTIVE ORDER

I, ________________________________ (print or type name), hereby certify my understanding that Confidential Information is being provided to me pursuant to the terms and restrictions of the Stipulated Protective Order dated ______________, 2014, in the action entitled, *Vincent Khoury Tylor, et al. v. Marriott International, Inc., et al.*, United States District Court for the District of Hawai`i, Civil No. 14-00069 JMS-RLP. I have been given a copy of that Order and read it. I agree to be bound by the Order. I will not reveal the Confidential Information to anyone, except as allowed by the Order. I will maintain all such Confidential Information including copies, notes, or other transcriptions made there from in a secure manner to prevent unauthorized access to it. No later than thirty (30) days after the conclusion of this action, I will return the Confidential Information including copies, notes or other transcriptions made there from to the counsel who provided me with the Confidential Information. I hereby consent to the jurisdiction of the United States District Court for the purpose of enforcing the Protective Order.

DATED: ____________________________ ____________________________________

EXHIBIT "A"